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Attorneys for Defendant
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JAMES BILLER,

Plaintiff,

vs.

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA and DOES 1)
through 10, inclusive,
Defendants.

) Case No. 13-cv-07729-R-JC

) **STIPULATED PROTECTIVE**
) **ORDER AND**
) **CONFIDENTIALITY**
) **AGREEMENT**

) *(Submitted Concurrently with*
) *[Proposed] Order)*

) (Los Angeles County Superior Court
) Case No. BC 520812)

1 As evidenced by the signatures of their respective counsel below, James
2 Biller ("Plaintiff") and The Prudential Insurance Company of America
3 ("Prudential"), collectively "the Parties" herein, hereby stipulate to the terms of
4 this Stipulated Protective Order And Confidentiality Agreement (the "Order") to
5 provide for the protection of documents and information which contain
6 confidential and/or proprietary information of that Party and/or any of his/its
7 agents, employees, partners, parent or subsidiary entities, or other related entities,
8 or of customers or other third parties with whom that Party does business (the
9 "Protected Persons").

10 The Parties stipulate to this Order in order to provide for the discovery of
11 certain alleged Confidential Information of the Protected Persons, as defined
12 below, and to provide for the use of such Information solely in investigation of
13 claims arising out of a dispute regarding claims for disability benefits from the
14 applicable long-term disability policy (the "policy") at issue in this litigation.
15 Therefore, it is hereby ordered as follows:

16 "Confidential Information" shall mean and include trade secrets,
17 confidential, proprietary, and/or financial information of the Protected Persons, the
18 disclosure of which may cause competitive harm to the producing Party. With
19 respect to documents which either Party contends contains Confidential
20 Information, such documents must be specifically designated as "Confidential" at
21 the time such documents are produced or within ten (10) days thereafter in order to
22 be treated as "Confidential Information." In particular, each document containing
23 Confidential Information must be plainly stamped with the term "Confidential".
24 Documents may be designated as Confidential more than ten (10) days after
25 production if the producing party can demonstrate that the document was produced
26 inadvertently. In the event the document is designated Confidential after the date
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1 of the production, the producing party must re-re-produce the document(s) plainly
2 stamped with the term "Confidential."

3 Confidential Information shall not be used or communicated for any purpose
4 other than the conduct of this Action. No one shall be permitted access to
5 Confidential Information except for the prosecution or defense or appeal of this
6 Action, except that a Party may use their own Confidential Information for any
7 purpose.

8 Confidential Information may be disclosed only to the following:

9 (a) The receiving Party's counsel of record and counsel's employees to
10 whom it is necessary that such information be shown for purposes of conducting
11 the Action;

12 (b) Experts and consultants retained by counsel for the receiving Party for
13 the conduct of the Action so long as they first sign the Declaration attached as
14 Exhibit A (which shall be retained by counsel) and thereby agree to be bound by
15 the Agreed Protective Order;

16 (c) The receiving Party and the receiving Party's officers, employees,
17 agents, and representatives, who assist counsel for the receiving Party in the
18 conduct of the Action;

19 (d) Deponents of the Parties at their depositions and such court reporter
20 personnel only to the extent necessary for purposes of conducting the Action;

21 (e) Third-party witnesses to whom it is necessary that such information
22 be shown for purposes of conducting the Action, as long as they first sign the
23 Declaration attached as Exhibit A (which shall be retained by counsel) and thereby
24 agree to be bound by the Agreed Protective Order.

25 (f) The Court (including Court personnel and jurors)

26 Confidential Information may be filed with the Court only under seal, either
27 electronically in accordance with Local Rule 79.5 or as follows: the designated
28

1 documents or materials shall be placed in a sealed envelope or other appropriately
2 sealed container on which shall be stated (i) the name and caption of the Action;
3 (ii) the name of the Party filing the sealed envelope or the container; and, (iii) a
4 statement substantially in the following form:

5
6 This envelope (or container) is sealed pursuant to a Protective Order, and is not to
7 be opened nor the contents thereof displayed or revealed to anyone other than
8 counsel of record in this action or employees and agents of the Court, except
9 pursuant to stipulation of the producing Party or order of the Court.

10 Confidential Information may be used in deposition proceedings in the
11 Action and marked as exhibits to depositions only as follows:

12 (a) If a Party asserts confidentiality with respect to all or any portion of
13 deposition
14 testimony and/or deposition exhibits, that Party shall, during the deposition or
15 within twenty (20) business days after the deposition transcript is received by the
16 Party, designate in writing to opposing counsel with specificity the portions of the
17 deposition and/or deposition exhibits with respect to which confidentiality is
18 asserted. The deposition and exhibits shall be deemed confidential during the
19 pendency of such twenty (20) business days or until such written designation is
20 made, whichever event occurs first.

21 All copies of Confidential Information authorized to be reproduced under
22 this Agreement will be treated as though they were originals and the confidentiality
23 of each copy will be maintained in accordance with the terms and conditions
24 hereof. Copies of all documents and other tangible things containing Confidential
25 Information derived from Confidential Information shall also be treated as
26 Confidential Information.

1 Should any Party challenge the designation of Confidential Information, the
2 producing party designating the material as Confidential shall have the burden of
3 proving to the Court that said information is confidential.

4 Within thirty (30) days of the termination of this litigation, including any
5 appeals, all originals and reproductions of any documents designated as
6 Confidential Information under the Agreement by the Protected Persons shall be
7 returned to the Protected Persons or destroyed in a manner designed to preserve
8 confidentiality. If a Party elects to destroy any such documents or materials that are
9 designated as Confidential Information, the Party shall send a written
10 acknowledgment to the producing Party to notify the producing Party of the
11 destruction.

12 In the event a Party inadvertently produces a document protected by the
13 attorney client privilege or work product doctrine, such production shall not itself
14 constitute a waiver of any applicable privilege. Instead, upon written request, the
15 receiving Party shall return to the producing Party any inadvertently produced
16 document with respect to which the producing Party asserts a claim of privilege.
17 The Party will then provide a privilege log for any documents withheld pursuant to
18 a claim of privilege.

19 This Agreement shall serve as a stipulation and agreement between the
20 Parties, and shall be effective immediately as to each respective Party upon
21 signature by counsel for such Party.

22 This Protective Order may be amended or modified only by written
23 stipulation of the Parties or by order of the Court.

24 SIGNED this 31st day of March 31, 2014.

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28 _____
Honorable Manuel L. Real
UNITED STATES DISTRICT JUDGE

1 AGREED:

2
3 DATED: March 27, 2014

SEYFARTH SHAW LLP

4
5 By /s/ Andrew C. Crane
6 Andrew C. Crane

7 Attorneys for Defendant
8 The Prudential Insurance Company of
9 America

10
11 DATED: March 27, 2014

DONAHUE & HORROW, LLP

12 By /s/ Nichole D. Podgurski
13 Nichole D. Podgurski, Esq.

14 Attorneys for Plaintiff
15 James Biller

1 I declare that I am employed in the office of a member of the bar of this
2 court whose direction the service was made.

3 Executed on March 27, 2014 at Los Angeles, California.

4 /s/ Maria Palanca

5 Maria Palanca